

IN RE

**SECOND FAMILY, INC.
LICENSE NO. DD0239**

**Residential Home for Medically Fragile
Foster Care Youth**

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BEFORE THE MARYLAND

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DEPARTMENT OF HEALTH AND

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MENTAL HYGIENE, OFFICE OF

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HEALTH CARE QUALITY

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SETTLEMENT AGREEMENT

The Maryland Department of Health and Mental Hygiene's (the "Department") Office of Health Care Quality ("OHCQ") and Second Family, Inc. ("Second Family") (collectively the "Parties") hereby mutually agree to be bound by the specific terms of this Settlement Agreement.

Background

On February 19, 2015, the Department issued a renewal License No. DD0239, Provider No. DD0239, covering the period March 11, 2015 through March 10, 2017 to Second Family for the operation of residential homes for medically fragile foster care youth. Statements of deficiency have been issued to Second Family for surveys ending July 18, 2014, July 25, 2014, August 8, 2014, November 25, 2014, December 10, 2014, and February 10, 2015. Immediate notifications were issued to Second Family during the surveys ending July 25, 2014, August 8, 2014, and December 10, 2014.

Agreement

WHEREAS, the Administration licensed Second Family to maintain and operate residential homes for medically fragile foster care youth;

WHEREAS, Second Family is required to demonstrate substantial compliance with the regulations applicable to its operations;

WHEREAS, the most recent survey found repeat and new deficiencies in Second Family's operation;

WHEREAS, it is the desire of the Parties to reach a settlement of these matters;

WHEREAS, Second Family wishes both to improve its operations and demonstrate substantial compliance with all regulatory requirements applicable to the services that it provides;

WHEREAS, Second Family has demonstrated its willingness to seek expert guidance and assistance in its effort to comply with applicable regulations and achieve best practices in its services and operations;

WHEREAS, the Department is committed to the development of a health care system that furnishes quality care to all of Maryland's citizens;

NOW THEREFORE, in reliance on the representations contained in this Settlement Agreement, in exchange for the mutual promises, covenants, and obligations in this Settlement Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to be legally bound, the Parties stipulate and agree to as follows:

I. Recitals

The recitals set forth above are hereby incorporated into and made part of this Settlement Agreement (referred to hereafter as the "Agreement").

II. Engagement of Independent Consultant and Reports to OHCQ

A. Second Family will engage one or more independent person(s) or organization(s) (if more than one, referred to collectively as the "Consultant") acceptable to OHCQ to provide Second Family with support and guidance for improving program operations to meet applicable regulatory requirements and achieve best practices. Second Family will use its best efforts to engage the Consultant by Friday, March 13, 2015. Within the timeframes set forth herein, the Consultant shall provide reports to OHCQ on Second Family's compliance with the terms of this Agreement and efforts to bring program operations into substantial compliance with the applicable regulations. The Consultant (or where indicated, Second Family senior staff) shall provide written reports to OHCQ as indicated in this Agreement for a minimum of six months. If, at the end of six months, Second Family has demonstrated compliance with this Agreement and substantial compliance with the applicable regulations, the Consultant and/or Second Family senior staff may then provide, with OHCQ's approval, monthly reports for the remainder of this Settlement Agreement.

B. Second Family acknowledges that OHCQ also may continue to monitor Second Family's performance with unannounced site visits.

III. Credentialing

A. Beginning on or before March 19, 2015, Second Family's Director of Human Resources (referred to hereafter as "HR") shall submit to OHCQ a verified report containing the date of hire, licensure or certification status, date of expiration of license or certification appropriate to their position with Second Family, and verification that a criminal background check was done and the date of its completion for all current employees of Second Family and any agency nurses for whom Second Family contracts to provide services current through March 17, 2015. HR's initial report shall include a detailed description of the system used by Second Family to track and verify licenses, certifications, and criminal background checks of all employees.

B. Following the initial report indicated in Paragraph A of this section on Credentialing, HR shall submit to OHCQ on a bi-weekly basis a report containing the information listed in Paragraph A of this Section on Credentialing for one hundred percent (100%) of all new employees or new agency nurses for whom Second Family contracts who began employment or providing services at Second Family in the previous two (2) week period.

C. On or before April 16, 2015 and on a monthly basis thereafter, HR shall provide to OHCQ a report summarizing the current status of criminal background and child protective services checks on one hundred percent (100%) of all Second Family employees.

D. Beginning on or before April 30, 2015, HR shall provide to OHCQ an audit of twenty-five percent (25%) of all staff to verify updated credentialing. Each month thereafter, the audit shall rotate the staff included in the audit to ensure that one hundred percent (100%) of all staff is audited over a four (4) month period.

IV. Staff Training

A. Within one (1) month of engagement, the Consultant or Second Family shall report the findings of an audit of each current employee file and submit a report to OHCQ with each employee's date of hire, and status of completion or non-completion of all required initial or on-going training requirements.

B. The initial report shall include details of the system that has been implemented by Second Family to ensure completion of initial and on-going training requirements, the manner of tracking this information, and the quality assurance program to monitor this system. The Consultant or Second Family may include in its report any recommendations that it has for tracking this information.

C. After the initial report, Second Family's Staff Development Department (referred to hereafter as "SD") or the Consultant shall provide OHCQ with reports on a monthly basis providing the results of the status of training of one hundred percent (100%) of all new staff, and twenty-five (25%) of current staff to ensure that training of all staff is being conducted according to the system implemented by Second Family as indicated in the initial report under Paragraphs A and B of this Staff Training Section.

V. Individual and Behavioral Plans

A. By March 19, 2015, Second Family's Senior Social Worker (referred to hereafter as "SW") shall begin providing verified reports to OHCQ on a biweekly basis on the status of all Individual Plans ("IP" or IPs") for each individual in residence at Second Family, including a detailed description of any roadblocks to implementation of any IP, the documentation of all IPs in

each individual's chart, and the status of training of appropriate staff on IPs and documentation of same.

B. Beginning on or before April 2, 2015, SW shall provide to OHCQ verified quarterly reports on the status of all Behavioral Plans ("BP" or "BPs") for each individual requiring a BP, including a detailed description of the status of each BP, review of each BP by the Standing Committee, and the status of training of appropriate staff on BPs and documentation of same.

VI. Nursing Care Plans

A. Within three (3) months after engagement, the Consultant, based on a chart review of each individual residing with Second Family, a review of applicable policies and procedures and observation and discussion with Second Family's clinical staff, shall submit to OHCQ a report that addresses: 1) the status of each individual's Nursing Care Plan ("NCP"); 2) the manner in which these Plans are being implemented; 3) the appropriateness of the manner in which training is being provided for delegated duties under each NCP; 4) the timeliness of mandated and follow-up assessments; 5) the extent to which the planning process appropriately addresses the current needs of each individual; 6) documentation that the requirements of Section VIII (A-C) have been completed, including any recommendations for improvements to the medication management system; 7) recommendations for the implementation of an enhanced quality assurance program; and, 8) recommendations for enhancing the training protocols that Second Family currently uses.

B. After the initial report on Nursing Care Plans, the Consultant shall provide bi-weekly reports auditing Second Family's compliance with appropriate implementation of NCPs of at least twenty-five percent (25%) of Second Family's census, with each report rotating the

individuals reviewed so that one hundred percent (100%) of census is reviewed within each eight (8) week cycle. The bi-weekly reports will be based on the Consultant's direct interaction with front-line staff, including verbally querying staff about the nursing care and behavior plan. The Consultant shall notify the delegating nurse if a staff person fails to demonstrate an appropriate awareness of the nursing care or behavior plan and/or how to implement such.

C. Second Family shall provide a schedule to the Consultant of all delegating nurses on duty or on call for each week. The Consultant shall conduct periodic telephone or in-person audits to confirm that the delegating nurses are available according to the schedule. The Consultant shall notify Second Family immediately if any delegating nurse is unavailable and an alternative delegating nurse has not been identified and is available.

VII. Incident Reporting

Effective immediately, Second Family shall ensure full compliance with the Department's Policy on Reportable Incidents and Investigations ("PORII") (revised January 15, 2013).

VIII. Medication Management

A. Second Family's clinical staff shall conduct medication reconciliations of orders, medication administration records, and product labeling for all individuals, and will make every effort to conclude all reconciliations within 14 days of the effective date of this Agreement.

B. No later than March 19, 2015, Second Family's clinical staff shall complete a walk-through of each licensed site to ensure that medications are appropriately stored and secured.

C. Second Family shall provide additional training by April 16, 2015, to all staff who administer medications regarding the basic principles of medication management, including verification of orders, transcription of orders, and documentation on the MAR.

D. The initial report as set forth in Section VI of this Agreement shall include a summary of the activities as set forth in Paragraphs A – C of this Section, as well as a description of how Second Family will safely manage medications moving forward.

E. The Consultant shall conduct a medication management audit for twenty-five percent 25% of Second Family's census, and provide a report of such audit to OHCQ by May 14, 2015. Following this initial report, the Consultant shall conduct continuing monthly audits and submit reports of medication management rotating the review of individuals so that within a four (4) month period one hundred percent (100%) of Second Family's census has been audited.

IX. Quality Assurance

By April 30, 2015, the Consultant or Second Family shall submit a description of Second Family's enhanced quality assurance program, including how it is structured and how it will best ensure substantial compliance with the regulations. After this initial report, the Consultant or Second Family shall provide OHCQ with monthly reports describing ongoing assessment of the effectiveness of Second Family's quality assurance program.

X. Census

A. In order to permit the full achievement of the improvements anticipated by this Agreement, Second Family agrees it shall not accept any new admissions without prior written

approval of OHCQ, which approval shall be in OHCQ's sole discretion. In no event shall any new admissions be approved until Second Family completes the initial review of all nursing care plans required by Section VI. Readmission of an individual admitted to the hospital from Second Family shall not require prior approval from OHCQ.

B. Effective the date of this Agreement, Second Family shall include in its PORII documentation, or in a separate report, for all hospitalizations the following information: the name of the child, diagnoses, dates of hospitalization, name of hospital, reason for hospitalization, medication changes resulting from the hospitalization, and updates necessary to the care plans.

XI. Plan of Correction, Reports, and Notices

A. Second Family, in conjunction with their Consultant, shall submit a plan of correction for the survey completed on February 10, 2015, by April 16, 2015.

B. Any documents required under this Settlement Agreement to be submitted shall be sent to the following individuals:

OHCQ: Carol Fenderson, Deputy Director for State Programs, Office of Health Care Quality, Spring Grove Hospital Center, Bland Bryant Building, 55 Wade Avenue, Catonsville, Maryland 21228, 410-402-8047, carolm.fenderson@maryland.gov.

DDA: Janet Furman, Chief of Quality Assurance, Maryland Department of Health and Mental Hygiene, Developmental Disabilities Administration, 201 W. Preston Street, 4th Floor, Baltimore, MD 21201, janet.furman@maryland.gov

DHR: Darlene Ham, MSW, Executive Director, Office of Licensing and Monitoring, Department of Human Resources, 311 W. Saratoga Street, Baltimore, MD 21201, Darlene.ham@maryland.gov

Second Family: Joseph Labulé, Executive Director and Program Administrator, Second Family, Inc., 337 Brightseat Road, Suite 111, Hyattsville, MD 20785, :

XII. Enforcement Proceedings

A. If OHCQ determines that Second Family has violated any provision of this Settlement Agreement or is not otherwise in substantial compliance with program regulations, OHCQ shall provide written notification of such alleged violation or non-compliance, along with a demand to cure the alleged violation or non-compliance within forty-eight (48) hours. If Second Family fails to cure the alleged violation or non-compliance to the satisfaction of OHCQ, Second Family shall be issued written notice and an opportunity for a Show Cause Hearing before the Executive Director of OHCQ, who may revoke or suspend Second Family's license, transition or relocate any of its individuals to another provider, place a ban on admissions, or take any other reasonable action permitted by the applicable law and regulations. The decision of OHCQ is final and not subject to further review.

B. The Show Cause Hearing is not a contested case under the Administrative Procedure Act – Contested Cases, Md. Code Ann., State Gov't §§ 10-201 to 10-226 (2014).

C. The provisions of this paragraph XII supersede the notice, hearing, and review provisions of COMAR 14.31.05.10 and the Administrative Procedure Act – Contested Cases, Md.

Code Ann., State Gov't §§ 10-201 to 10-226 (2014).

D. If OHCQ finds that the public health, safety, or welfare imperatively requires emergency action, OHCQ may act in accordance with section 10-226(c)(2) of the State Government Article and COMAR 14.31.0509E.

XII. Termination

This Settlement Agreement shall terminate one (1) year from its effective date provided that (1) OHCQ has determined that Second Family is in substantial compliance with the terms of this Settlement Agreement and applicable regulations and (2) OHCQ has not initiated any enforcement action against Second Family.

XIII. Miscellaneous

A. The Parties agree that the conditions, covenants, and agreements of this Settlement Agreement shall be binding and may be legally enforced by and against each of the Parties, their successors, and assigns.

B. The Parties agree that this Settlement Agreement shall be deemed validly executed when both Parties have signed the Agreement. The Parties further agree that this agreement may be signed in counterparts and that signature pages may be exchanged by facsimile or electronic mail, with the facsimile or scanned signature binding on the Party signing as if it were the original signature.

C. This Settlement Agreement constitutes the entire agreement between the Parties, and there shall be no modifications of this Settlement Agreement unless reduced to writing and signed by the respective Parties.

D. If any provision or part of this Settlement Agreement is determined contrary to law or otherwise unenforceable, said provision or part shall be stricken and the remainder of the Settlement Agreement shall be unaffected and continue in full force and effect.

E. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland.

F. The Parties agree that this Settlement Agreement will be effective as of the date that the last person to sign executes the agreement.

XIV. Public Document

This Settlement Agreement is a public document and can be disseminated under the Maryland Public Information Act, Md. Code Ann., State Gov't §§ 10-611 to 10-630.


XV. Representation

The Parties agree and represent that they have read this Settlement Agreement, that they have had the opportunity to consult with counsel regarding-its terms and conditions, and that they are fully aware of its content and legal effect, and they acknowledge this Settlement Agreement as a legally binding obligation.

SIGNATURES ON NEXT PAGE

Date: 03/04/2015

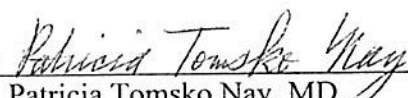
Second Family, Inc.

By: 
Joseph Labulé, RN, CRCCPA

By: _____

Date: 3/4/2015

Office of Health Care Quality

By: 
Patricia Tomsco Nay, MD
Executive Director, OHCQ